

7691

ONESTOP BUSINESS REGISTRATION  
COOPERATIVE AGREEMENT  
(An Interlocal Cooperation Agreement)

AN INTERLOCAL COOPERATION AGREEMENT entered into this 25<sup>th</sup> day of May, 2008, by and among Utah Department of Commerce (DOC), Utah Department of Workforce Services (DWS), Utah Department of Environmental Quality, Utah State Tax Commission, Salt Lake City, Provo City, Sandy City, Orem City, Ogden City and Utah Interactive LLC any one of which shall be called an "Agency," or any two or more of which may be called "Agencies" herein. The term "Agencies" shall refer to parties which are signatories to this Agreement and which have not terminated their participation herein.

**PURPOSE:** The Agencies wish to enter into an interlocal agreement, pursuant to Chapter 11-13, Utah Code Annotated, to make more efficient use of their powers by cooperating with each other to their mutual advantage by simplifying the process by which businesses provide information required by the agencies via computer.

**CONSIDERATION:** The consideration for this agreement consists of the mutual benefits and exchange of promises provided herein.

**EFFECTIVE DATE, TERM:** This Agreement shall become effective when two or more agencies each execute an original or copy of this Agreement as required by law, and send or deliver an original copy of the executed Agreement to the Enterprise Executive, Department of Commerce(Commerce), 160 East 300 South, Salt Lake City, Utah 84111. Commerce shall send notice of properly executed agreements it receives to all other participating Agencies who are parties hereto which request such information. This Agreement shall continue in force from the effective date hereof until midnight December 31, 2013, subject to termination by any Agency or all the Agencies as provided below.

NOW THEREFORE, based upon the mutual promises and conditions contained herein, the parties agree as follows:

SPECIFIC PROVISIONS

1. OneStop Business Registration Program. The Agencies hereby agree to cooperate with each other in sharing the creation and maintenance of a website for business registration at which businesses may register information required by the Agencies, parts of which information may then be shared among the Agencies as provided herein and as allowed by law. This cooperative effort is called the Onestop Business Registration program (OSBR).
2. Agencies. Representatives. Any Utah city, town or county, or any State agency may become a party to this Agreement upon completion of the requirements contained herein. Any other political subdivision or governmental agency wishing to become a party to this Agreement must be approved by a two-thirds vote of the Steering Team. The representative of each city, town or county which becomes a party to this Agreement shall be the City's business licensing official, or if no such position exists, then the chief administrative officer or his/her designee. The representative of each State, federal or other agency that becomes a party hereto shall be the chief administrative officer or his/her designee.

3. No Separate Legal Entity. No separate legal entity is created by this Agreement; however, to the extent that any administration of this Agreement becomes necessary, then the Steering Team shall constitute a joint board for such purpose.
4. Steering Team. The Agencies hereby create a joint board for the operation of the cooperative undertaking covered by this Agreement, herein called the Steering Team or OSBR Steering Committee, composed of representatives from four cities: Salt Lake City, Provo City, Sandy City, and Orem City; and the following three State agencies: Department of Workforce Services, Department of Commerce, and the State Tax Commission. Each of the representatives shall have one vote on the Steering Team. A quorum shall be required for decisions of the Steering Team, and all decisions, except those otherwise specified in this agreement, shall be made by majority vote. The Steering Team may adopt rules for its deliberations. The Steering Team may add other members by two-thirds vote. The Steering Team may assess charges to the Agencies provided that such charges are reasonably related to the actual costs of services provided to the Agencies.
5. Commerce – Lead Agency; Duties. DOC shall be the Lead Agency under this Agreement. The DOC Enterprise Executive shall be responsible for overseeing DOC's duties under this Agreement according to the direction of the Steering Team. DOC shall have the following responsibilities:
  - a. Give reasonable notice to each of the Steering Team Agencies of meetings, setting out in detail the agenda for the meeting, and direct meetings of the Steering Team. Absent an emergency, DOC enterprise Executive shall give at least seven calendar days notice of meetings. Presence at a meeting shall waive any claim of lack of notice by a committee member.
  - b. Contract with Utah Interactive, Inc., which currently provides programming and networking services to the State of Utah, to provide a website at which business may register information required by the OSBR Agencies, programming services, deliver such data required of businesses doing business in the jurisdiction of those Agencies to those Agencies.
  - c. Bill the Agencies, collect monies owed hereunder, and keep accurate and complete records of all monies received or paid under this Agreement. Any of the Agencies may review DOC's financial records in relation to this Agreement at reasonable times upon notice to DOC.
  - d. See that purchases of supplies or services hereunder comply with the State Procurement Code.
  - e. Provide that the OSBR website remains operational according to the directives of the Steering Team, and that each Agency's service needs at the website are promptly met, provided that the Agency has paid for the services as provided herein.
6. No Compensation. No Agency shall request or receive reimbursement for providing resources to another Agency under this Agreement, except as otherwise provided herein, or except as the Agencies otherwise agree.

7. Payments for Joining OSBR Program: Programming: Maintenance. The Agencies shall, if they have not already done so, make payment to DOC for participation in the OSBR program based on a majority agreement of the Steering Team. Such fees will be based on the actual cost of services and individualized programming supplied by Utah Interactive to the joining agency, unless otherwise determined by the Steering Team. Additional future costs may be incurred by individual agencies requesting a fulfillment of special programming needs. That individual cost will be negotiated directly with Utah Interactive or the company providing such service at the time (based on its current fee rates for specialized programming requests to the State of Utah, if applicable), and payments will be made through the funding mechanism already in place using DOC. In addition to any fee payment requirements, an agency or agencies requesting individualized programming shall get approval by the Steering Team to account for impacts of these changes on overall functioning of the OSBR application.

8. Addition of New Agencies. Any state agency, political subdivision of the State of Utah, or agency of the United States government may become a participating agency under this Agreement. Any such subdivision of the State of Utah or agency of the United States not specifically named herein ("Prospective Agency" which shall hereafter sign this Agreement or a copy hereof shall become an Agency hereto provided that the Prospective Agency notifies the Enterprise Executive of its membership intent, that: the Enterprise Executive provides 30 days notice to all OSBR Participating Agencies of the Prospective Agency's intent; the Prospective Agency pays any associated costs and fees; and a majority of the Participating Agencies do not, within 30 days thereafter, notify the Enterprise Executive in writing that they object to the Prospective Agency becoming a party hereto. In the event that a majority of the Agencies object to the Prospective Agency's becoming a party hereto, then the Enterprise Executive or his/her designee shall promptly notify the Prospective Agency that its application was rejected. A Prospective Agency thus rejected may reapply for membership hereunder after one year has passed. Any Agency which becomes a newly accepted Agency to this Agreement is entitled to all the rights and privileges and subject to the obligations of any Agency as set out herein.

9. Termination of Agency Participation and Agreement. Any Agency that is or becomes a party to this Agreement may terminate its participation hereunder by giving 30 days prior written notice of its intent to terminate to the Enterprise Executive of DOC. DOC shall then notify the other Agencies of the termination. Any obligations incurred by any Agency to any other Agency hereunder prior to termination, including obligations under para. 7, shall survive the termination of this Agreement. In the event that an Agency violates any of the terms of this Agreement, or any of the rules adopted by the OSBR Steering Team, then the Agency shall be given written notice of the violation and a reasonable time to correct its violation. A majority of the OSBR Steering Team may terminate the participation of any Agency. This Agreement may be terminated by the two-thirds vote of the OSBR Steering Team.

10. Division of Property. The parties do not anticipate that they will acquire or hold any real or personal property under this cooperative undertaking, with the possible exception of the copyright in the software developed to operate the website and to make this Agreement operational (Software). To the extent that the Agencies or any party hereto have or may claim any interest in the Software, they specifically assign any such right to the Lead Agency. In the event that any such property other than the Software is acquired by the parties jointly for the undertaking, and paid for by both of them, then it shall be divided as the parties' representatives shall agree, or, if no agreement is reached, then it shall be divided according to their respective payments for the property, or if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the parties' proportionate share of the purchase of the item

of property. If property is purchased at one party's sole expense in connection with this Agreement, then the property so purchased shall be and remain the property of the party which purchased it.

11. Confidential, Protected, Private Records. Each Agency shall comply with the Government Records Access Management Act (GRAMA), Chapter 63-2, Utah Code Annotated, as it may be amended from time to time. The Agencies shall make sure that they do not collect or receive any records or information through OSBR that they are not legally authorized to receive or collect and that they dispose of or archive data legally. DOC and other participating agencies shall be responsible for taking steps to provide that they, their employees, and Utah Interactive and its employees do not release any private, protected, controlled, or confidential records to persons not authorized to have access thereto. In the event that an Agency receives records which do, or appear likely to, contain private, protected, controlled, or confidential information, it shall take reasonable steps to prevent the release of that information contrary to law. The Agencies hereby state in respect to any record or record series that may be requested of another Agency hereunder, that (a) the record or record series is necessary to the performance of the governmental entity's duties and functions; (b) that the record or record series will be used for a purpose similar to the purpose for which the information in the record or record series was collected or obtained; and (c) that the use of the record or record series produces a public benefit that outweighs the individual privacy right that protects the record or record series. Third party disclosure of information retained by OSBR shall be governed by GRAMA.

12. No Waiver of Immunity. Nothing herein shall be construed to waive any of the privileges and immunities associated with any of the Agencies.

13. Workers Compensation, Insurance, Benefits. Each Agency shall be solely responsible for providing workers compensation and benefits for its own personnel who provide assistance under this Agreement unless the parties otherwise agree. Each Agency shall provide insurance or shall self-insure to cover the negligent acts and omissions of its own personnel rendering services under this Agreement.

14. Hold Harmless and Indemnity. Each party (the responsible party) agrees to indemnify, defend, and hold harmless each other party from and against any claims, lawsuits, liability, damages, loss, costs or expense, including attorneys' fees incurred as a result of bodily injury, death, personal injury or damage to property caused by or arising out of the intentional, wrongful, or negligent acts or omissions of the responsible party. Notwithstanding the foregoing sentence, no party waives any defenses or immunity available under the Utah Governmental Immunity Act (Chapter 63-30, Utah Code Annotated), nor does any party waive any limits of liability currently provided by the Act.

15. Authority. The persons signing for Agencies or Prospective Agencies warrant and represent that they are duly authorized and empowered to enter into this Agreement for and on behalf of those entities, and that by their signatures, they do bind said entities to the terms of this Agreement.

16. Satisfaction of Responsibility. This Agreement shall not relieve any Agency of any obligation imposed upon it by law, provided that the performance of a responding Agency may be offered in satisfaction of any such obligation of the Agency requesting assistance to the extent of actual and timely performance by the responding Agency.

17. Approval of Agreement. This Agreement shall be approved by each Agency or Prospective Agency which becomes a party hereto pursuant to Section 11-13-202.5, Utah Code Ann. (as amended).
18. Approval by Attorney. This Agreement shall be submitted to the attorney authorized to represent each Agency or Prospective Agency which becomes a party hereto for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5(3), Utah Code Ann. (as amended).
19. Whole Agreement. Modifications. This Agreement constitutes the whole agreement of the parties and replaces all prior agreements and understandings, written or oral, between the parties. This Agreement may be modified only by a writing signed by all parties hereto.
20. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.
21. No Third Party Beneficiaries. This Agreement is not intended to benefit any party or person not named as an Agency specifically herein, or which does not later become a signatory hereto as provided herein.
22. Agency Personnel Not Agents of the Other. The employees of the Agencies providing services pursuant to or consistent with the terms of this Agreement are solely the officers, agents, or employees of the entity which hired them. Each agency shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims, and each public entity shall hold the other harmless therefrom. The Agencies shall not be liable for compensation or indemnity to any other agency's employee for any injury or sickness arising out of his/her employment, and the Agencies shall not be liable for compensation or indemnity to any agency employee for injury or sickness arising out of his/her employment, and each party hereby agrees to hold the other party harmless against any such claim.
23. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original.
24. Laws of Utah. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Utah. Any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah.
25. Titles and Captions. The titles or captions of this Agreement are for convenience only and shall be deemed part of this Agreement and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year set out below.

AGENCY: Utah Department of Commerce

Rick Reinhardt DATE: 2 Mar 07  
Title: OSBR Enterprise Executive

Francine O. Jani DATE: 3/9/07  
Title: Executive Director

ATTEST:

APPROVED AS TO LEGAL FORM:

Jeff Butler DATE: 03-02-07  
Title: Legal Counsel

AGENCY: Ogden City

By Mark Jones DATE: 6 Feb 07

Title CEO

ATTEST:

Cheri Maxwell DATE: 5/22/07  
City Recorder

APPROVED AS TO LEGAL FORM:

Greg R. Williams DATE: 5/17/07  
Assistant City Attorney

Wanda Ryall DATE: 4/19/07  
Mayor of Ogden City

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year set out below.

AGENCY: Utah Department of Commerce

Rick Reinbach  
Title: OSBR Enterprise Executive

DATE: 2 Mar 07

Francine J. Gam  
Title: Executive Director

DATE: 3/9/07

ATTEST:

APPROVED AS TO LEGAL FORM:

My Borden  
Title: Legal Counsel

DATE: 3-2-07

AGENCY: Ogden City

By Mark Johnson

DATE: 6 Feb 07

Title CFO

ATTEST:

\_\_\_\_\_  
City Recorder DATE: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

Gary R. Williams  
Assistant City Attorney

DATE: 5/17/07

Mark D. Kelly  
Mayor of Ogden City

DATE: 4/19/07

000600

# Utah Interactive, LLC

30 East Broadway Suite 300  
Salt Lake City Utah 84111  
(801) 983-0275 / phone  
(801) 983-0282 / fax

**Partner**  
Ogden City  
2549 Washington Blvd, Suite 410  
Ogden, Utah, 84401

## Work Order

WORK ORDER NUMBER	12706
WORK ORDER START	TBA
WORK ORDER END	TBA

**Approval Instructions:**  
1. If you have any questions concerning this work order call Utah Interactive at (801) 983-0275.  
2. If the work order is accepted please sign and fax to Utah Interactive at (801) 983-0282. A copy with an original signature will also need to be mailed to Utah Interactive at 68 South Main Street, Suite 200, Salt Lake City, Utah 84101.

Scope of Work: See OSBR City Integration Information.

Development Fees	
Integration	Upfront Fees
	\$500.00
Total Cost not to Exceed	\$500.00

### Additional Information:

This offer is valid for 30 days and is subject to the T&M Standard Terms and Conditions. The signatures below indicates acceptance of this agreement by individuals authorized to commit the Partner and Utah Interactive, LLC.

Accepted By \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

Utah Interactive, LLC \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

### Billing Instructions:

This is a time and materials type contract, payable in three installments; 50% at commencement, 25% at completion of development, and 25% at deployment. Utah Interactive, LLC shall use its reasonable efforts to accomplish the above stated scope of work. Invoices shall be paid Net 30 days.